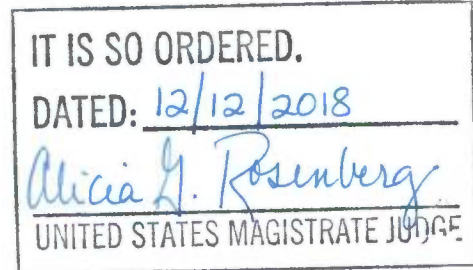
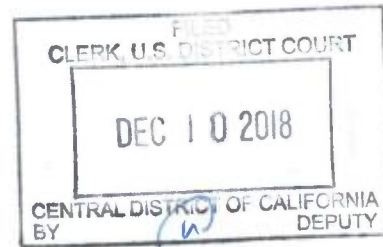


1 Ronald F. Martinez T-86494  
Corcoran State Prison  
2 P.O. Box 3471  
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3 Plaintiff in *pro se*

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9  
10 Attorneys for Defendants, SAMUEL ESTRADA, VICTOR TUNG, and AMELITA  
11 ROSAL (erroneously sued as Rosal)

NOTE CHANGES MADE BY THE COURT

12  
13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

NOTE CHANGES MADE BY THE COURT

15  
16 RONALD F. MARTINEZ,

17 Plaintiff,

18 v.

19 SAMUEL C. ESTRADA, VICTOR  
20 TUNG, ALAN G. SUYEHARA, AND  
ROSAL,

21 Defendants.

CASE NO. 2:17-cv-03208-JGB-AGR

[Assigned to Judge Jesus G. Bernal,  
Courtroom "1"]

**STIPULATION FOR PROTECTIVE  
ORDER**

NOTE CHANGES MADE BY THE COURT

22  
23 Subject to the approval of this Court, Plaintiff RONALD F. MARTINEZ and  
24 Defendants SAMUEL ESTRADA, VICTOR TUNG, and AMELITA ROSAL  
25 (collectively the "Parties") hereby stipulate for entry of the following Protective  
26 Order governing the production of certain documents and information which the  
27 Defendants contend involves privileged and confidential information concerning  
28 their employer, County of Los Angeles ("COLA" hereafter) and its employee.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential or  
3 private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The Parties acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and  
8 that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve confidential information pertaining to  
13 personnel records, institutional and medical procedures within the institution and  
14 other materials subject to privacy protections for which special protection from  
15 public disclosure and from use for any purpose other than prosecution of this action  
16 is warranted. Limiting disclosure of these documents to the context of this litigation  
17 as provided herein will, accordingly, further important law enforcement objectives  
18 and interests, including the safety of institution medical personnel, law enforcement  
19 personnel, institutional safety as a whole, and the public, as well as individual  
20 privacy rights of Plaintiff, Defendants, and third parties. Such confidential materials  
21 and information consist of, among other things, materials entitled to privileges  
22 and/or protections under the following: the United States Constitution, First  
23 Amendment; the California Constitution, Article I, Section 1; California *Penal Code*  
24 §§ 832.5, 832.7, and 832.8; California *Evidence Code* §§ 1040 and 1043 *et seq.*; the  
25 Privacy Act of 1974, 5 U.S.C. § 552a; the right to privacy; decisional law relating to  
26 such provisions; and information otherwise generally unavailable to the public, or  
27 which may be privileged or otherwise protected from disclosure under state or  
28 federal statutes, court rules, case decisions, or common law. Defendants also

1 maintain that such confidential materials and information consist of materials  
2 entitled to the Official Information Privilege.

3 Confidential information with respect to the Defendants may include:  
4 personnel files; internal institutional procedures and policy, medical procedures and  
5 policy within the institution, security procedures and policy as they relate to inmate  
6 interaction and inmate requests for medical treatment, investigative files and  
7 documents; email and written correspondence records; and policies and procedures  
8 that are kept from the public in the ordinary course of business, as well as other  
9 items subject to the Official Information Privilege and other privileges. Confidential  
10 information with respect to the Plaintiff may include: medical and personal records;  
11 email and written correspondence records; and medical and psychological notes,  
12 evaluations, and report and treatment plans relating to the treatment, care, and  
13 evaluation of the Plaintiff, institutional notes, evaluations, security assessments, and  
14 reports pertaining to the Plaintiff as housed within the institution. The Parties  
15 reserve the right to challenge a designation of confidentiality pursuant to the terms  
16 set forth under Paragraph 6 of this Protective Order.

17 Accordingly, to expedite the flow of information, to facilitate the prompt  
18 resolution of disputes over confidentiality of discovery materials, to adequately  
19 protect information the parties are entitled to keep confidential, to ensure that the  
20 parties are permitted to reasonable necessary uses of such material in preparation for  
21 and in conduct of trial, to address their handling at the end of the litigation, and  
22 serve the ends of justice, a protective order for such information is justified in this  
23 matter. It is the intent of the parties that information will not be designated as  
24 confidential for tactical reasons and that nothing be so designated without a good  
25 faith belief that it has been maintained in a confidential, non-public manner, and  
26 there is good cause why it should not be part of the public record of this case.

27 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
28 SEAL



1 The parties further acknowledge, as set forth in Section 12.3, below, that this  
2 Stipulated Protective Order does not entitle them to file confidential information  
3 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
4 and the standards that will be applied when a party seeks permission from the court  
5 to file material under seal.

6 There is a strong presumption that the public has a right of access to judicial  
7 proceedings and records in civil cases. In connection with non-dispositive motions,  
8 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
9 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
10 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
11 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
12 require good cause showing), and a specific showing of good cause or compelling  
13 reasons with proper evidentiary support and legal justification, must be made with  
14 respect to Protected Material that a party seeks to file under seal. The parties' mere  
15 designation of Disclosure or Discovery Material as "CONFIDENTIAL" does not—  
16 without the submission of competent evidence by declaration, establishing that the  
17 material sought to be filed under seal qualifies as confidential, privileged, or  
18 otherwise protectable—constitute good cause.

19 Further, if a party requests sealing related to dispositive motion or trial, then  
20 compelling reasons, not only good cause, for the sealing must be shown, and the  
21 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
22 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
23 each item or type of information, document, or thing sought to be filed or introduced  
24 under seal in connection with a dispositive motion or trial, the party seeking  
25 protection must articulate compelling reasons, supported by specific facts and legal  
26 justification, for the requested sealing order. Again, competent evidence supporting  
27 the application to file documents under seal must be provided by declaration.

28 Any document that is not confidential, privileged, or otherwise protectable in

1 its entirety will not be filed under seal if the confidential portions can be redacted.  
2 If documents can be redacted, then a redacted version for public viewing, omitting  
3 only the confidential, privileged, or otherwise protectable portions of the document,  
4 shall be filed. Any application that seeks to file documents under seal in their  
5 entirety should include an explanation of why redaction is not feasible.

6 Alternatively, the parties request that any documents subject to this Protective  
7 Order be first deposited with the Court for In Camera Review prior to disclosure of  
8 same to achieve the intent of the Protective Order and to enable and the Court to  
9 conduct oversight as needed to facilitate the exchange of information during the  
10 discovery process.

11 2. DEFINITIONS

12 2.1 Action: *Ronald F. Martinez v. Samuel C. Estrada, et al.*, Case No.  
13 2:17-CV-03208-JGB-AGR

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
15 of information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under *Federal Rule of Civil Procedure* 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Counsel of Record as well as their support staff, and Plaintiff  
21 Pro Per, as well as any counsel that may be later retained by Plaintiff during the  
22 pendency of this Action.

23 2.5 Designating Party: a Party or Non-Party that designated information or  
24 items that it produces in disclosures or in responses to discovery as  
25 "CONFIDENTIAL."

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this Action.

2       2.7 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or their counsel to serve  
4 as an expert witness or as a consultant in this Action.

5       2.8 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8       2.9 Non-Party: any natural person, partnership, corporation, association or  
9 other legal entity not named as a Party to this action.

10       2.10 Outside Counsel of Record: attorneys who are not employees of a  
11 party to this Action but are retained to represent or advise a party to this Action and  
12 have appeared in this Action on behalf of that party or are affiliated with a law firm  
13 that has appeared on behalf of that party, and that includes support staff.

14       2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staff).

17       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19       2.13 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23       2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as "CONFIDENTIAL."

25       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

27 3. SCOPE

28       The protections conferred by this Stipulation and Order cover not only



1 Protected Material (as defined above), but also (1) any information copied or  
2 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
3 compilations of Protected Material; and (3) any testimony, conversations, or  
4 presentations by Parties or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the  
6 trial judge. This Order does not govern the use of Protected Material at trial.

7 4. DURATION

8 Once a case proceeds to trial, information that was designated as  
9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
10 as an exhibit at trial becomes public and will be presumptively available to all  
11 members of the public, including the press, unless compelling reasons supported by  
12 specific factual findings to proceed otherwise are made to the trial judge in advance  
13 of the trial. *See Kamakana, supra*, 447 F.3d at 1180-81 (distinguishing “good  
14 cause” showing for sealing documents produced in discovery from “compelling  
15 reasons” standard when merits-related documents are part of court record).  
16 Accordingly, the terms of this protective order do not extend beyond the  
17 commencement of the trial.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection  
21 under this Order must take care to limit any such designation to specific material  
22 that qualifies under the appropriate standards. The Designating Party must  
23 designate for protection only those parts of material, documents, items or oral or  
24 written communications that qualify so that other portions of the material,  
25 documents, items or communications for which protection is not warranted are not  
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
17 contains protected material. If only a portion of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s)  
19 (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine which  
26 documents, or portions thereof, qualify for protection under this Order. Then,  
27 before producing the specified documents, the Producing Party must affix the  
28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a



1 portion of the material on a page qualifies for protection, the Producing Party also  
2 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
3 in the margins).

4 (b) for testimony given in depositions that the Designating Party identifies  
5 the Disclosure or Discovery Material on the record, before the close of the  
6 deposition all protected testimony.

7 (c) for information produced in some form other than documentary and for  
8 any other tangible items, that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information is stored the legend  
10 "CONFIDENTIAL." If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
14 failure to designate qualified information or items does not, standing alone, waive  
15 the Designating Party's right to secure protection under this Order for such material.  
16 Upon timely correction of a designation, the Receiving Party must make reasonable  
17 efforts to assure that the material is treated in accordance with the provisions of this  
18 Order.

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper  
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules on the  
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a  
11 Receiving Party must comply with the provisions of section 13 below (FINAL  
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons  
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
21 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
22 to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of the  
24 Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom  
26 disclosure is reasonably necessary for this Action and who have signed the  
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 9 requests that the witness sign the form attached as "Acknowledgment and
- 10 Agreement to Be Bound", Exhibit A hereto; and (2) they will not be permitted to
- 11 keep any confidential information unless they sign Exhibit A, unless otherwise
- 12 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 13 deposition testimony or exhibits to depositions that reveal Protected Material may
- 14 be separately bound by the court reporter and may not be disclosed to anyone except
- 15 as permitted under this Stipulated Protective Order; and
- 16 (i) any mediator or settlement officer, and their supporting personnel,
- 17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation

21 that compels disclosure of any information or items designated in this Action as

22 "CONFIDENTIAL," that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification

24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order

26 to issue in the other litigation that some or all of the material covered by the

27 subpoena or order is subject to this Protective Order. Such notification shall include

28 a copy of this Stipulated Protective Order; and



1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as "CONFIDENTIAL" before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party's  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this Action  
10 to disobey a lawful directive from another court.

11 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a  
14 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party's confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party's  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and

28 (3) make the information requested available for inspection by the Non-

1 Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this court within  
3 14 days of receiving the notice and accompanying information, the Receiving Party  
4 may produce the Non-Party's confidential information responsive to the discovery  
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
6 not produce any information in its possession or control that is subject to the  
7 confidentiality agreement with the Non-Party before a determination by the court.  
8 Absent a court order to the contrary, the Non-Party shall bear the burden and  
9 expense of seeking protection in this court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in *Federal Rule of Civil*  
24 *Procedure* 26(b)(5)(B). This provision is not intended to modify whatever  
25 procedure may be established in an e-discovery order that provides for production  
26 without prior privilege review. Pursuant to *Federal Rule of Evidence* 502(d) and  
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
28 communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the stipulated  
2 protective order submitted to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order, no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
13 may only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must return  
20 all Protected Material to the Producing Party or destroy such material. As used in  
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving  
24 Party must submit a written certification to the Producing Party (and, if not the same  
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
26 (by category, where appropriate) all the Protected Material that was returned or  
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
28 abstracts, compilations, summaries or any other format reproducing or capturing any



1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if such  
5 materials contain Protected Material. Any such archival copies that contain or  
6 constitute Protected Material remain subject to this Protective Order as set forth in  
7 Section 4 (DURATION).

8 14. VIOLATION

9 Any violation of this Order may be punished by appropriate measures  
10 including, without limitation, contempt proceedings and/or monetary sanctions.  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, RONALD F. MARTINEZ #T-86494 [print or type full name], of  
CORCORAN STATE PRISON  
P.O. B. 3471 CORCORAN, CA 93212 [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Ronald F. Martinez v. Samuel C.*  
*Estrada et al.*, Case No. 2:17-cv-03208-JGB-AGR. I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order. I  
further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.  
I hereby appoint RONALD F. MARTINEZ #T-86494 [print or type full name] of  
CORCORAN STATE PRISON P.O. B. 3471  
CORCORAN, CA 93212 [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: DECEMBER 5, 2018

City and State where sworn and signed: CORCORAN, CALIFORNIA

Printed name: RONALD F. MARTINEZ #T-86494

Signature: Ronald Martinez

1 DATED: 12/5, 2018

2  
3 By: 

4 RONALD F. MARTINEZ  
5 Plaintiff in *pro se*  
6

7  
8 DATED: November 28, 2018

HURRELL CANTRALL LLP

9  
10 By: 

11 THOMAS C. HURRELL  
12 FARID SHARABY  
13 Attorneys for Defendants SAMUEL  
14 ESTRADA, VICTOR TUNG, and  
15 AMELITA ROSAL  
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